THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.14786 OF 1999

ORAL ORDER:

The petitioner has retired as Squadron Leader from the Indian Air Force in the year 1984. Thereafter, he joined the services of Vayudoot Limited, a Public Sector Undertaking. In the year 1993, there was a proposal to merge Vayudoot Limited with the Indian Airlines Limited, and accordingly, some of the employees of the Vayudoot Limited, who expressed willingness for absorption into the Indian Airlines Limited, were taken into service of the Indian Airlines – respondent herein. The petitioner was also one among them and he was posted at Hyderabad.

While so, when the petitioner was in the services of Vayudoot Limited, he was provided with a Maruti Car bearing Registration No.DDQ 3279 for official-cum-personal use in April, 1981. The petitioner states that the Vayudoot Limited by resolution dated 7.7.1992 decided to offer cars for sale to the officers to whom they were provided, subject to certain conditions specified therein. However, the said decision was not circulated to the employees outside Delhi and, therefore, the petitioner was not aware of the same till 1994. On 2.8.1994, the petitioner made a representation to the Executive Director of Vayudoot Limited expressing his willingness to purchase the Maruti car provided to him. In the meanwhile, Vayudoot Limited merged with the Indian Airlines. In the circumstances, the petitioner made another representation to the respondent - Indian Airlines, marking copies to the officials of the Vayudoot Limited requesting to complete the formality of sale. However, in spite of repeated reminders made by the petitioner there was no response either from the respondent or from the Vayudoot Limited. On the other hand, the respondent vide letter dated 8.8.1996, called upon the petitioner to surrender the car on the ground that the base at Hyderabad has been closed.

Aggrieved by the said action of the respondent, this writ petition

is filed contending *inter alia*, that the impugned action of the respondent is contrary to the Board Resolution dated 7.7.1992 passed by the Vayudoot Limited.

A counter affidavit has been filed on behalf of the respondent stating that Vayudoot Limited was a separate company registered under the Companies Act, 1956 and it was not a part of Indian Airlines. It is further stated that the petitioner and many others were recruited for operating aircrafts belonging to Vayudoot. As it was decided to wind up its operations being financially not viable and in the normal course all the employees of the Vayudoot would have been retrenched on the closure of the undertaking. But, in the interest of all the former employees of Vayudoot, it was felt that an opportunity should be given to them for absorption into Indian Airlines. As far as Pilots are concerned, facilities were provided to enable them to attend interview/selection by Air India so that they could join that organization if selected or found suitable by Air India. In fact, many Pilots have joined Air India. It is further stated that the petitioner himself volunteered for absorption into Air India. However, he was unsuccessful in the selections in Air India and, therefore, he opted to join Short Haul Operations Division of Indian Airlines Limited in the grade of Captain with effect from 1.12.19945. He was placed in the grade of Commander with effect from 7.12.1995. Initially, he was posted at Hyderabad, and later he was transferred to Calcutta on 10.5.1996. Thereafter, facilities given to the petitioner such as leased accommodation at Hyderabad were withdrawn vide order dated 8.8.1996 issued by the Director of Short Haul Operations Division of Indian Airlines Limited, New Delhi. Even after his transfer to Calcutta on 10.5.1996, he was allowed to retain Company Leased Accommodation at Hyderabad till 8.8.1996 as a special case. He was also directed to surrender the Company's car, since he was allowed to retain the said car only during his stay at Hyderabad. Since he failed to surrender the car, it was decided to charge a sum of Rs.26,067/-

towards opportunity cost for the period from 23.8.1996 to 30.9.1997 and the said amount was sought to be recovered in instalments. The said action of the respondents, which is in accordance with law, does not warrant any interference.

I have hard the learned counsel for both the parties and perused the material on record.

At the outset, it is to be noted that the vehicle in question was allotted to the petitioner while he was in the service of Vayudoot Limited. Admittedly, Vayudoot Limited was an independent company, which was carrying on its independent operations, and the same is not in existence as on today. The claim of the petitioner is based on the resolution said to have been passed by the Vayudoot Limited in the year 1992 while he was in the service of Vayudoot Limited. Though it is claimed that he made a representation to the Executive Director of Vayudoot Limited on 2.8.1994 to offer the car to him for sale in terms of the resolution dated 7.7.1992. admittedly the same was not materialized till the time Vayudoot Limited was wound up. Subsequently, the petitioner joined the services of Short Haul Operations Division of Indian Airlines Limited. It is not disputed by the petitioner that he was allowed to retain the car in question by the respondent only for the purpose of official work at Hyderabad. The said fact is clear from the petitioner's letter dated 13.1.1998 addressed to the Ministry of Civil Aviation, requesting to instruct the respondent for sale of the car in his favour.

As noted above, the resolution relied upon by the petitioner was passed by the erstwhile Vayudoot Limited which is not existing as on today. So far as the respondent herein is concerned, the vehicle allotted to the petitioner was only for official use at Hyderabad. Since the petitioner was transferred to Calcutta and was required to surrender the official residence as well as the vehicle by proceedings dated 8.8.1996, he is bound to do so and he cannot claim any right muchless legal right against the respondent herein to enforce the resolution passed by the erstwhile employer. Hence, no *mandamus*

can be issued to the respondent compelling to sell the car in terms of the resolution passed by the erstwhile employer.

In W.P.No.14082 of 1999, while challenging the action of the respondent in deducting the opportunity cost for using the car in question beyond 8.8.1996 from his salary, the petitioner raised a similar contention which was not accepted by this Court by order dated 31.1.2006.

Viewed from any angle, the writ petition is devoid of any merit and the same is dismissed. No costs.

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(G. ROHINI).

December, 2006.
Kgr

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.14786 OF 1999

December, 2006.

Between:

Capt. A.N. Azmi. .. Petitioner.

And

Indian Airlines Limited, represented by its

General Manager (Pers & Fin),
Registered Office: Airlines House, 113,
Gurudwara Rakabganj Road, New Delhi. .. Respondent.